R. R. Co.[35] applied and such contracts were valid. It follows accordingly that, since the act is construed as showing an intent upon the part of Congress to place this entire field under federal jurisdiction only, the federal construction of such contracts must be binding upon the various state courts.

The conclusion reached, therefore, is that the doctrines announced in *Penna. R. R. Co.* v. *Hughes*[36] and *Chicago, etc. R. Co.* v. *Solan*[37] have been abolished by the Carmack Amendment, and all questions of the construction of contracts relating to a carrier's liability must be determined by the various state courts in accordance with the views of the federal tribunals on the subject. The chief interest of the decision lies in its indication of the great importance of the principle laid down in the famous Abilene Oil case in regard to the desirability of uniform regulations in interstate commerce, though it is also illustrative of the application of this doctrine as well as indicative of the present tendency of the Supreme Court to extend as far as possible the federal control over matters relating to commerce between the states.

P. C. M., Jr.

LEGAL ETHICS—Three more of the questions and answers published by the New York County Lawyers Association Committee on Professional Ethics are given here, in the belief they will be of interest to our readers.

QUESTION:

Would you consider it unprofessional for a lawyer, who is the attorney for executors, about to account, to write to a large number of European legatees who are not represented by an attorney, advising them to be so represented in this County and suggesting the name of a reputable lawyer here, and enclosing a Power of Attorney and asking for its execution and proper acknowledgment? Funds being ample to pay all such legatees in full and the attorney to receive payment thereof, and transmit to them less his stated charges for collection? All this with the view of expediting the accounting and saving time and expense in advertising the citation. And this with no expectation or understanding of division of fees or any possible suggestion of condoning any possible irregularities in the accounting?

ANSWER:

In our opinion, it is not proper professional conduct for a lawyer in the case stated to volunteer the name or urge the employment of an attorney to represent parties whose interests or position on the record may be adverse.

QUESTION:

Is it the opinion of the Committee that members of the Bar should not resort to the solicitation of business by means of a communication in the following form?

"Gentlemen:

I would like to submit a proposition to take care of all your legal matters under a yearly contract at less than your collections alone now cost; in order to make a client of you.

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[35] *Supra.*
[36] *Supra.*
[37] *Supra.*

My method is now being used by many large reputable firms and corporations in this city, to whom I would be pleased to refer you.

I shall be pleased to call upon you and explain in detail.

Very truly yours,
A. B. C."

ANSWER

It is the opinion of this Committee such solicitation of business is improper.

QUESTION:

"A" defended a divorce action brought against "X," against whom a decree of absolute divorce was rendered in New York State. The final decree having been signed, and "X" desiring to marry the corespondent, sought the advice of "A" as to how this could be done by her without incurring any penalty in the State of New York. "A" advised her to go to Connecticut and marry there, and furthermore accompanied her and the corespondent to Connecticut and "gave her away."

Do you consider that "A" has done anything which should subject him to censure?

ANSWER:

The question involves two inquiries. The first relates to the lawyer's duty to his client, to wit:

(1) Is the lawyer censurable for having advised his client that she might lawfully proceed contrary to the letter of the decree?

The second involves the lawyer's duty to the profession and perhaps to the court and to the community:

(2) Is he censurable for having facilitated and taken part in a marriage-ceremony which was contrary to the letter of the decree?

A minority of this Committee are firm in the conviction that the conduct of the attorney is censurable in respect to both aspects of the question.

A majority agree that:

(1) It was not improper for the lawyer, when asked to advise upon that point, to inform his client that the prohibition against the remarriage of the guilty party contained in the decree in a divorce action, is a penalty which neither has, nor was intended by the Legislature to have, any effect beyond the borders of the state; and to advise her that she might contract a marriage in Connecticut which would be recognized as valid in New York, and would not be punishable as a contempt of court.

(2) The attorney's conduct in facilitating and participating in the marriage ceremony in Connecticut is likely to be misunderstood, owing to tne very general misapprehension as to the scope of such a decree. For this reason such conduct tends to diminish public respect for the profession, if not for our courts and their decrees, and (unless justified by circumstances not disclosed in the question, and done with the purpose of avoiding still greater evils to follow) is open to criticism.

The Committee had before them Sections 6 and 8 of the Domestic Relations Law, and cases such as Thorp v. Thorp, 90 N. Y. 602 ,and Van Voorhis v. Brintnall, 86 N. Y. 18.

TRUSTS—CHARITABLE USES—WHEN SUSTAINED—A question arose in *Re* Cunningham's Will[1] upon the validity of a gift in the testator's will of fifty thousand dollars, to his executors, "to be by them applied in their best judgment and discretion to such charitable and benevolent associations and institutions of learning for the general uses and purposes of such associations and institu-

[1] 100 N. E. Rep. 437 (N. Y., 1912).